held not to be against public policy. *Griswold* v. *Ill. Cent. Ry. Co.*, 90 Ia. 265; *American Cent. Ins. Co.* v. *Chicago & Alton Ry. Co.*, 74 Mo. App. 89.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — CONTRACT BASED ON BREACH OF EXISTING CONTRACT. — The plaintiff was under contract for one year with F, a competitor of the defendant. The defendant made a secret agreement with the plaintiff to employ him for two years. This involved a breach of the contract with F, and was done to destroy F's business. *Held*, that the plaintiff cannot recover his salary, or for materials furnished. *Rhoades* v. *Malta Vita Pure Food Co.*, 112 N. W. 940 (Mich.).

It is often averred that contracts involving the commission of a civil injury to a third person are illegal. 15 AM. & ENG. ENCYC., 2 ed., 943; 9 CYC. 468. Under this broad language an agreement by A to buy goods of B would be unenforceable by B if the sale involved a breach of B's contract to deliver the same goods to C. Parties guilty of unlawful acts are not to be outlawed to that extent. *Cf. Nat'l, etc., Co.* v. *Cream City Co.*, 86 Wis. 352. Such cases fall rather within the class where the illegality is separate from the contract, which is therefore valid. *Armstrong* v. *Toler*, 11 Wheat. (U. S.) 258. Accordingly, the rule should be limited to cases where the injury involved forms the actual consideration for the promise to be enforced. In the present case the consideration — services rendered — was lawful, and the fact that the motive inducing the defendant's promise was the violation of the plaintiff's obligation to F should not make it illegal. However, though improperly included within the general rule, the decision may be supported on the ground that the plaintiff participated in an illegal conspiracy and that it is against public policy to enforce contracts between conspirators. *Cf. Veazey* v. *Allen*, 173 N. Y. 359.

INSOLVENCY — RIGHTS OF SECURED CREDITORS AGAINST INSOLVENT ESTATE. — Upon the death of his debtor a secured creditor filed his claim with the administrator for the full amount of his debt. The estate proved to be insolvent. The secured creditor foreclosed on his security before any debts of the decedent had been paid, and contended that he was entitled to a dividend on his claim as originally filed. *Held*, that the creditor can only receive a dividend on the amount due at the time of payment. *In the Matter of the Estate of Lavinia Kapu, Deceased*, Sup. Ct. of Hawaii, Sept. 10, 1907. See NOTES, p. 280.

INSURANCE — MUTUAL BENEFIT INSURANCE — INVALID CHANGE OF BENEFICIARY. — A member of a mutual benefit association surrendered the original beneficiary certificate and procured the issue of another, naming a new beneficiary who was by statute incapable of taking. After the member's death the beneficiary of the original certificate sued the association for the proceeds. *Held*, that the proceeds will be distributed as though no beneficiary had been named. *Grand Lodge, etc.* v. *Mackey*, 104 S. W. 907 (Tex., Civ. App.). See NOTES, p. 278.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — FEDERAL EMPLOYERS' LIABILITY ACT. — The Act of Congress of June 11, 1906, c. 3073, 34 Stat. at L. 232, 233, provided that "every common carrier engaged in trade or commerce . . . between the several states . . . shall be liable to any of its employees or in case of death to his personal representative . . . for all damages which may result from the negligence of any of its officers, agents, or employees. . . ." *Held*, that the statute is unconstitutional. *Howard* v. *Illinois Central R. R.*, U. S. Sup. Ct., Jan. 6, 1908.

The five justices forming the majority agreed only on the ground that the terms of the statute were so broad as to include intra-state commerce, that as to this the statute was unconstitutional, and that this portion could not be separated from the rest. The dissenting justices were unanimous in rejecting this interpretation. Two members of the majority joined the four in the minority in declaring that Congress had the power to prescribe such a rule of liability, if